

To: Jennifer R. Remington  
Assistant Attorney General  
WI Department of Justice  
P.O. Box 7857  
Madison, WI 53707-7857

May 21, 2020

RE: Lee v. James, #20-CV-396

from: Lavall T. Lee, #313650  
Racine Correctional Institution  
P.O. Box 900  
Sturtevant, WI 53177

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual release and Settlement Agreement ("Agreement") is made among Plaintiff Lavall T. Lee ("Plaintiff"), the State of Wisconsin ("State"), the Wisconsin Department of Corrections ("WDOC") and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff filed a Complaint in the U.S. District Court for the Eastern District of Wisconsin and the case is pending in that Court as Case Number: 2020-CV-396; and

WHEREAS, Plaintiff and Defendants desire to Settle Case Number: 2020-CV-396 without the cost, expense, and uncertainty of trial and without admission of liability;


NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the parties agree as follows:

- 1.) Settlement Amount. The State agrees to pay the amount of Four Hundred and Fifty Thousand Dollars (\$450,000), within 30 days after full execution of this agreement by check made payable to the Escrow Account of Attorney
- 2.) Additional Agreement. The State agrees that the practice of directly spraying Oleoresin Capsicum spray inches away from the eyes and the use of leg restraints will not be used while blindly escorting an inmate between units or any other Administrative building with an inmate's hands cuffed behind his back.
- 3.) Dismissal. Plaintiff agrees and stipulates to sign any documents necessary for the dismissal, with prejudice, of Eastern District Case Number: 2020-CV-396.
- 4.) Release of Claims. In exchange for the consideration listed above, Plaintiff releases and forever discharge the State, the WDOC, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions (including cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, cost, claims of interests, awards of attorney fees, claims and demands of every kind and nature whatsoever, in law or equity, whether based on State of Federal law), that relate to any action or inaction - of any State of Wisconsin or WDOC employee - that took place on any date before this agreement is fully executed.

- 5.) Covenant Not To Sue. This agreement shall also be deemed a covenant by the Plaintiff not to sue any of the Released Parties for any of the matters released or discharged by the agreement, not to file any Appeal to any Court Decision in the action, and not to file any new lawsuits, claims or complaints in any Court, or with any State or Federal agency or licensing board against Defendants or their "Heirs," or against the State, the WDOC, its successors, agents, and assigns or any former or current employee of the State if such Claims relate to any action or inaction - of any State of Wisconsin or WDOC employee - that took place on any date before this agreement fully executed in this above-entitled case number: 2020-CV-396 .
- 6.) Pay-To-Stay Fee Policies Do Not Apply. The released parties agree that the Settlement amount payable to the Plaintiff will not be subject to Wis. Stat. 301.325 or any other pay-to-stay fee policy, whether any such Act, Policy or Provision exists now or in the future.
- 7.) Costs and Attorney's Fees. Each party will bear its own costs and attorneys' fees.
- 8.) Scope Of Agreement. This agreement shall bind the undersigned and their heirs, administrators, personal representatives, successors, and assigns of the undersigned.
- 9.) Additional Agreement. The State agrees to take care of "Lee's" State and Federal income tax burden Plaintiff Lee will incur from "Lee's" \$450,000.00 Settlement amount; or in the alternative, add 40% to the \$450,000.00 Settlement amount.
- 10.) In Addition. Plaintiff further agrees to not hold Defendants to make any admission of culpability in violating Lee's Civil (Constitutional) Rights in case number: 2020-CV-396 .
- 11.) Compromise Of Disputed Claim. This agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this Settlement is the compromise of disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties herein, and that said released Parties deny liability of wrongdoing and intend merely to avoid litigation and buy their peace.
- 12.) The Release And Settlement Agreement Has Been Read And Understood By The Undersigned Before Signing,

Dated this 21st day of May, 2020.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2020

  
Lavall T. Lee, #313650  
Plaintiff, ProSe  
Racine Correctional Institution  
P.O. Box 900  
Sturtevant, WI 53177

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